

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BRENT FORMICA, Individually and on Behalf of All Others Similarly-Situated	: : : : : : :	CIVIL ACTION
v.		
US ENVIRONMENTAL INC.		NO. 18-459

ORDER

NOW, this 6th day of May, 2019, upon consideration of the Joint Motion for Final Approval of Class Settlement (Doc. No. 60) and after hearings on January 5 and April 30, 2019, it is **ORDERED** that the motion is **GRANTED**.

IT IS FURTHER ORDERED as follows:

1. The Settlement Agreement and Limited Release of Claims ("Settlement Agreement") is **APPROVED** as fair, reasonable and adequate.
2. Pursuant to Fed. R. Civ. P. 23(a) and (b), the following Class is certified for settlement purposes only: all current and former field service technicians employed by US Environmental Inc. at any time between February 1, 2015 and January 17, 2019, who reported working through a 30-minute meal period by writing "No Lunch," "NL," "Worked Through Lunch," or other similar notation on their field service report, and who were not paid for such work (the "PWPCCL Class").
3. The following Collective Action is certified for settlement purposes only: all current and former field service technicians employed by US Environmental Inc. at any time between February 1, 2015 and January 17, 2019, who received travel pay for time spent traveling between US Environmental Inc.'s Downingtown, Pennsylvania facility and the Phillips P66 Bayway Refinery in Linden, New Jersey, or between US

Environmental Inc.'s Downingtown, Pennsylvania facility and the Philadelphia Energy Service Refinery in Philadelphia, Pennsylvania ((the "FLSA Class").

4. The settlement claims of the Class Representative and the Class Members are compromised, settled, released, remised, discharged, and dismissed as against US Environmental Inc. on the merits and with prejudice in accordance with the terms of the Settlement Agreement.

5. The Class Representatives and the Class Members and all persons claiming by or through them are **PERMANENTLY BARRED** and **ENJOINED** from instituting, commencing and/or prosecuting, directly or indirectly, any claim, suit or proceeding against US Environmental Inc. with respect to any and all settled claims against the defendant.

6. Pursuant to the terms of the Settlement Agreement, US Environmental Inc. will pay a gross settlement amount of \$99,500.00 ("Settlement Funds") to pay members of the PWPCCL Class and FLSA Class, costs of settlement administration, class representative service awards and approved counsel fees and costs.

7. Class Counsel is awarded \$44,293.99 in attorneys' fees and \$5,706.01 in reimbursable expenses from the Settlement Funds.

8. The Class Representatives are awarded from the Settlement Funds as follows:

- a. \$2,500.00 to Brent Formica;
- b. \$1,000.00 to Elvin Ruiz; and
- c. \$1,000.00 to David Castro.

9. The parties are directed to carry out their obligations under the Settlement Agreement in compliance with this Order.

10. This action is **DISMISSED WITH PREJUDICE**.

11. The Court retains jurisdiction over this action, the parties, and each of the Class Members for all matters relating to this action and the Settlement Agreement, including those matters relating to the interpretation, administration, implementation, effectuation, and/or enforcement of the Settlement Agreement and this Order.

12. **FINAL JUDGMENT** shall be entered pursuant to Federal Rule of Civil Procedure 58.

/s/ Timothy J. Savage

TIMOTHY J. SAVAGE, J.